

## **CASE SUMMARIES**

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COURT OF APPEALS SESSION  
CEDAR CITY, UTAH  
Thursday, April 5, 2007

### **State v. Labell Case No. 20060377-CA**

Todd Labell pled guilty to several sex crimes involving two St. George teenagers he met over the Internet. On appeal, he claims a letter he wrote to the trial judge should have been treated as a timely motion to withdraw his guilty plea and that to validly reject the motion, the court had to explain its reasons, which it did not do. He also contends that the court erred in structuring his sentences to run consecutively, rather than simultaneously, because it did not consider several required factors that might have worked in his favor.

### **Heal v. York Case No. 20060237-CA**

\_\_\_\_\_ John and Lisa York owned a commercial building (the Property) in American Fork, Utah. In 2000, the Yorks entered into a real estate listing agreement with Tom Heal Commercial Real Estate, Inc. and Walker & Co. Real Estate, Inc. (collectively Heal), whereby Heal would attempt to sell or lease the Property for the Yorks. The listing was unsuccessful, and the parties entered into a second agreement in March 2001. The second agreement provided that "if the Property is sold to a tenant during the term of the lease or within 180 days of the expiration of the lease or any renewals thereof, [the Yorks] shall pay to [Heal] a commission equal to six percent (6%) of the sale price."

In July 2001, Mountainland Advanced Technology Center (MATC), a subsidiary of Utah Valley State College (UVSC), leased the Property for an eleven-year term. Subsequently, MATC became independent of UVSC and changed its name to Mountainland Applied Technology College. In summer 2003, MATC approached the Yorks about buying the Property. At this time, MATC did not have legislative authorization to purchase real property, so it arranged for Alpine School District (Alpine) to purchase the Property instead. In May 2004, after negotiations involving Heal, Alpine purchased the Property from the Yorks for \$2.6 million. Alpine

immediately entered into a twelve-year lease-purchase agreement with MATC, whereby Alpine would transfer the Property to MATC upon the final lease payment.

Characterizing the transaction as a sale to a tenant, Heal sought a commission from the Yorks under the sale-to-tenant clause of the 2001 listing agreement. The Yorks refused to pay, arguing that Alpine, rather than MATC, purchased the Property and that Alpine was not a tenant. Heal sued the Yorks for payment of the commission and won in the trial court.

The Yorks now bring this appeal. Their two primary arguments on appeal are that the sale of the Property was not a sale to a tenant within the meaning of the listing agreement because 1) Alpine was the purchaser and Alpine was not a tenant and 2) MATC could not have been the purchaser due to lack of legislative authority to purchase real estate.